

08 CIV 47937

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
OY SOLCHART MANAGEMENT AB,

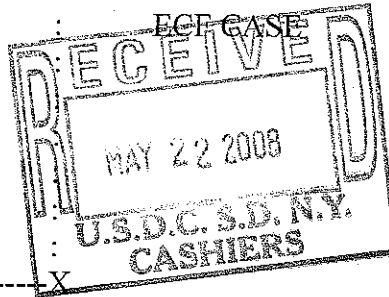
: 08 Civ. _____
:
:

Plaintiff,

- against -

MOCAMBO SHIPPING LTD. and
ICEHILL INDUSTRIES LTD.,

Defendants.
-----X



VERIFIED COMPLAINT

Plaintiff, OY SOLCHART MANAGEMENT AB, ("SOLCHART" or "Plaintiff"), by and through its attorneys, Lennon, Murphy & Lennon, LLC, as and for its Verified Complaint against the Defendants, MOCAMBO SHIPPING LTD. ("MOCAMBO") and ICEHILL INDUSTRIES LTD. ("ICEHILL") (collectively "Defendants") alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333. This claim involves the breach of a maritime contract of charter. This matter also arises under the Court's federal question jurisdiction within the meaning of 28 United States § 1331 and the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (9 U.S.C. § 201 *et seq.*) and/or the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*).
2. At all times material to this action, Plaintiff was, and still is, a foreign corporation, or other business entity with a place of business at Helsinki, Finland.
3. Upon information and belief, MOCAMBO was, and still is, a foreign corporation, or other business entity organized with a place of business at Limassol, Cyprus.

4. Upon information and belief, ICEHILL was, and still is a foreign corporation, or other business entity organized under, and existing by virtue of foreign law.

5. At all material times, Plaintiff was the disponent Owner of the motor vessel "YURIY SAVINOV" (hereinafter the "Vessel").

6. By a charter party on the Gencon 94 charter party form as confirmed by a fixture recap dated January 15, 2008, Plaintiff voyage chartered the Vessel to MOCAMBO for intended carriage of 13,500 metric tons of bulk chrome between one safe berth, always afloat, always accessible, Iskenderun + Mersin, Turkey to one safe berth port, always afloat, always accessible, St. Petersburg, Russia. A copy of the charter party contract is attached hereto as Exhibit 1.

7. During the course of the charter, disputes arose between the parties regarding MOCAMBO's failure to pay demurrage due and owing under the charter party. A copy of SOLCHART's demurrage invoice dated March 31, 2008 is attached hereto as Exhibit 2.

8. As a result of MOCAMBO's breach of charter party contract, Plaintiff has sustained damages in the principal amount of \$65,864.26, exclusive of interest, arbitration costs and attorneys fees.

9. Pursuant to the charter party, all disputes arising thereunder are to be submitted to arbitration in London with English Law to apply.

10. Despite due demand, MOCAMBO has failed and/or refused to pay the sums due and owing to Plaintiff.

11. Plaintiff is preparing to commence arbitration proceedings against MOCAMBO.

12. Interest, costs and attorneys' fees are routinely awarded to the prevailing party in proceedings subject to English law. As best as can now be estimated, Plaintiff expects to recover the following amounts in an arbitration award conducted pursuant to English law:

A.	Principal claim:	\$65,864.26;
B.	Interest on claims: 2 years at 7.5%, compounded quarterly	\$10,250.13
C.	Estimated attorneys' fees and expenses:	\$25,000; and
D.	Estimated arbitration costs:	\$15,000.
Total:		\$116,114.39.

13. Upon information and belief, MOCAMBO uses ICEHILL as a "paying/receiving agent" or "pass through" entity such that it can insulate itself from creditors relating to its contracts.

14. It is not general practice in the maritime industry, nor other industries, for independent companies to make or receive payments on behalf of other independent companies.

15. Payments sent or received on behalf of another independent company are suggestive of a relationship that is not at "arms length."

16. Upon information and belief, ICEHILL sends and/or receives payments and/or is directed to send and/or receive payments on MOCAMBO's behalf where ICEHILL has no contractual relationship, and/or debt or receivable, with MOCAMBO's customers, vendors or other trading partners. ICEHILL has previously made remittances to Plaintiff on behalf of MOCAMBO in satisfaction of MOCAMBO's debt to Plaintiff. See attached hereto as Exhibit 3 copies of such remittances.

17. In the further alternative, Defendants are partners and/or joint venturers.

18. In the further alternative, Defendants are affiliated companies such that ICEHILL is now, or will soon be, holding assets belonging to MOCAMBO, or vice versa.

19. The Defendants cannot be found within this District within the meaning of

Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendants have, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of one or more garnishees which are believed to be due and owing to the Defendants.

20. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, *inter alia*, any assets of the Defendants held by the aforesaid garnishee for the purpose of obtaining personal jurisdiction over the Defendants, and to secure the Plaintiff's claims as described above.

WHEREFORE, Plaintiff prays:

A. That process in due form of law issue against the Defendants, citing them to appear and answer under oath all and singular the matters alleged in the Verified Complaint;

B. That the Court retain jurisdiction to compel the Defendants to arbitrate in accordance with the United States Arbitration Act, 9 U.S.C. § 1 *et seq.*;

C. That since the Defendants cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds held by any garnishee within the District which are due and owing to the Defendants,

in the amount of \$116,114.39 calculated to date to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

D. That this Court recognize and confirm any arbitration award(s) or judgment(s) rendered on the claims set forth herein as a Judgment of this Court;

E. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof;

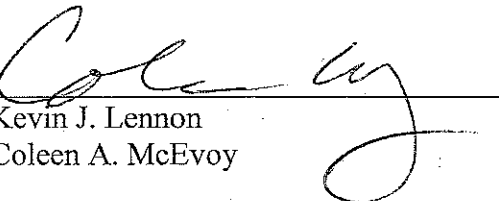
F. That in the alternative this Court enter judgment against the Defendants on the claims set forth herein;

G. That this Court award Plaintiff its attorney's fees and costs of this action; and

H. That the Plaintiff have such other, further and different relief as the Court may deem just and proper.

Dated: May 22, 2008
Southport, CT

The Plaintiff,
OY SOLCHART MANAGEMENT AB

By: 
Kevin J. Lennon
Coleen A. McEvoy

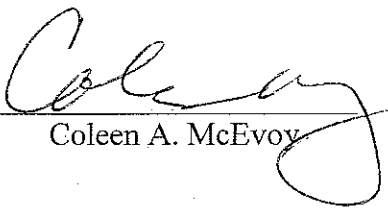
LENNON, MURPHY & LENNON, LLC
420 Lexington Ave., Suite 300
New York, NY 10170
(212) 490-6050 – phone
(212) 490-6070 – fax
kjl@lenmur.com
cam@lenmur.com

ATTORNEY'S VERIFICATION

State of Connecticut)
)
County of Fairfield) ss.: Southport

1. My name is Coleen A. McEvoy.
2. I am over 18 years of age, of sound mind, capable of making this
Verification, and fully competent to testify to all matters stated herein.
3. I am an attorney in the firm of Lennon, Murphy & Lennon, LLC, attorneys for the
Plaintiff.
4. I have read the foregoing Verified Complaint and know the contents
thereof and believe the same to be true and accurate to the best of my knowledge, information
and belief.
5. The reason why this Verification is being made by the deponent and not
by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now
within this District.
6. The source of my knowledge and the grounds for my belief are the
statements made, and the documents and information received from, the Plaintiff and agents
and/or representatives of the Plaintiff.
7. I am authorized to make this Verification on behalf of the Plaintiff.

Dated: May 22, 2008
 Southport, CT



Coleen A. McEvoy

EXHIBIT 1

Alexey Starodubov

From: Shiryayev Pavel [pavel@wsofb.onego.ru]
Sent: Tuesday, January 15, 2008 8:46 PM
To: Alexey Starodubov
Subject: chrome ore ex Turkey to Baltic clean fixture

Alexey/pavel

Good day

Pls find below clean fixture recap, all subs lifted:

MV "YURIY SAVINOV"/RUSSIAN FLG / ICE CLASS 1A BLT 1976, RUSS FLG/CREW, SINGLEDECKER,
DWT 14,204MT ON 8.54 M SWSD, LOA/BM/DEPTH 151.1/21.0/11.6M GRT/NRT 10,117/ 4,911
SHO/9HA, BL/GR 16,352/16,781 CBM DERRICKS 9 X 10MT SWL (UP 2.5 MT) HA SIZE: N.1 - 12.8
X 9.1M FOR/11.6M AFT - SINGLE HATCH
N.2/3/4 - 15.3 X (2 X 7.7M) - DOUBLE HATCHES
N.5 - 15.1 X (2 X 7.7M) - DOUBLE HATCHES ALL DETS ABOUT -LAST 3 CARGOES: SAWNTIMBER /
BLK CLINKER / SAWNTIMBER -ITINERARY/POSITION/ETA LPORT: UNDER WAY TO ALEXANDRIA WHERE
ETA 26TH JAN ETS ALEXANDRIA 31ST JAN / ETA ISKENDERUN 2ND FEB WP/AGW -HEAD OWNERS:
SASCO, KholmSK, RUSSIA -DISPONENT OWNRS : OY SOLCHART MANAGEMENT AB, HELSINKI, FINLAND
-OWNS CONFIRM VSL / COMPANY ISM ARE CERTIFIED - YES -OWNS GUARANTEE THAT DURING THE
CURRENCY OF THIS C/P:

VSL SHALL NOT CHANGE OWNERSHIP AND/OR CLASS WITHOUT CHARTERERES'
WRITTEN CONSENT - YES
-VSL IS FULLY P + I COVERED, WHICH SHALL BE MAINTAINED: THOMAS MILLER LTD., UK - YES -
draft on arrival: AFT 6MTS IN BALLAST CONDITION -height of coaming fm water level: 7.1
MTRS IN BALLAST CONDITION -HEIGHT OF HOLDS: 1 - 9.08 MTRS , 2/3/4/5 - 10.48 MTRS -
HEIGHT OF HATCH COAMINGS: 1.2 MTRS

FOR:

- ACCNT: 'MOCAMBO SHIPPING'
ACCNT ADDRESS: GRIGORIOU XENOPOULOS, 17
TOTALSERVE HOUSE
P.C. 3106, LIMASSOL, CYPRUS
- 5 LAST FIXTURES:
"ANTARES" - CHROME ORE
"SIBIRSKIY-2133" - CHROME ORE
"VELES" - SODA
"AVALON" - SODA
"ASTRA" - SODA
- 13500MTS 5 PCT MOLOO BLK CHROME ORE
- LOADED/DISCHARGED QTTY WILL BE DETERMINATED by draft survey
- LOAD PORT - ISKENDERUN+MERSIN 1 SB AAAA
TO BE LOADED 3 LOTS EACH ABOUT 3000 MTONS
+/- 10 PCT INTO 3 DIFFERENT HOLDS AT PORT OF ISKENDERUN AND THE REST
CARGO INTO REST 2 HOLDS AT PORT
OF MERSIN.
- DSCHARGE PORT- ST.PETERSBURG - 1 SBP AAAA;
- LAYCAN 02-05/02/2008;
- L/D 4000/2000 MT PWWD OF 24 CONSEC. HRS
- AT LP TIME FROM 1700 HRS ON FRI OR A DAY PRECEDING A
HOLIDAY TILL 0800 HRS ON MONDAY OR NEXT WORKING DAY NTC UU IUATUTC;
- AT DP TIME TO COUNT SHINC;
- NON REVERSIBLE LAYTIME;
- TIME TO COUNT UNTIL CARGO DOCUMENTS ARE ON BOARD THE VESSEL
BENDS BUT AGENTS/SHIPPERS TO HAVE 2 RUNNING HRS FREE FOR THEIR
PREPARATION;
- IF THE VESSEL'S HOLDS ARE FOUND NOT TO BE READY FOR LOADING
TIME LOST AFTER REJECTION OF THE VESSEL UNTIL SHE IS AGAIN READY TO LOAD
SHALL NOT COUNT AS LAYTIME EVEN IF ON DEMURRAGE;
- FREIGHT RATE: USD 70,- PMT FIO SPOUT/GRAB/TRIMMED BSS 2/1;
- ICE DUES / ICE BREAKER ASSISTANCE "IN" AND "OUT" AT DISCH
PORT, IF ANY, TO BE FOR OWNERS' ACCOUNT AND TO BE MENTIONED AT FRT
- FREIGHT PAYABLE IN FULL LESS COMMISSION ONLY W/I 3 BDAYS
AFTER S/R FREIGHT PAYABLE AS PER C/P' BS/L INTO OWNERS/MANAGERS
NOMINATED BANK;

- FREIGHT DEEMED EARNED ON SIGNING "BS/L DISCOUNTLESS AND NON-RETURNABLE SHIP AND/OR CARGO LOST OR NOT LOST;
- IF THE CHARTERERS REQUIRE "CLEAN ON BOARD" BS/L, THEN MASTER HAS RIGHT TO REJECT ANY DAMAGED CARGO AND SHIPPERS TO REPLACE SAME BY SOUND ONE;
- DEM USD 9.500 PDPR/PD BE;
- DEMURRAGE, IF ANY, TO BE PAID W/I 15B ANKING DAYS UPON PRESENTATION OF LAYTIME CALCULATION AND RELEVANT SUPPORTING DOCUMENTS: SOF, NOR EVEN BY FAX/E-MAIL;
- LAYTIME CALCULATION AND SOF + NOR TO BE SENT TO CHARTERERS VIA BROKERS TOGETHER WITH FREIGHT INVOICE AFTER SIGNING B/L;
- N.O.R. TO BE TENDERED W/W/W/W VIA CABLE / TLX / VHF WITHIN OFFICIAL OFFICE HRS BENDS
- OFFICIAL OFFICE HRS 08:00-17:00 MON-FRI
- HOLIDAYS AS PER BIMCO CALENDAR 2008 TO APPLY;
- 2PM/8AM CLAUSE TO APPLY AT BENDS;
- CHRTS AGENTS BOTH ENDS

-LOADPORT:

TEM-MAR SHIPPING AGENCY LTD.

Ismet Inonu Bulvar? Anadolu Hayat Sig.Binas?

Kat.6 No.604 MERSIN

TEL : + 90 324 2335954 (pbx) 238 95 60 / 238 95 74 / 2387267 (direct)

FAX : + 90 324 2314754 or 2376425 or 238 96 68

M.I.C.:

Mr. Erol Yamut / General Manager Cell Phone : +90 532 462 39 09

Mr. Mustafa Ozer / Port Operations Cell Phone : +90 532 273 69 94

agency@temmar.com.tr

-DISPORT:

Baltic Reefer Lines - St.Petersburg

Ph: 7-812-326-6224

Fax : 7-812-326-6225

Mob: 7-812-963-4515

agency@brl.spb

- ANY TAXES/DUES ON CARGO/FREIGHT TO BE FOR CHARTERERS ACCNT;
- ANY TAXES/DUES ON VESSEL FOR OWNERS ACCNT;
- EXTRA INSURANCE, IF ANY, FOR CHARTERERS ACCNT;
- GA TO BE LONDON AS PER Y/A RULES 1994;
- ARB IN LONDON, ENGLISH LAW TO APPLY, LMAA SMALL CLAIMS PROCEDURE TO APPLY;
- C/P TO INCORPORATE GENERAL PARAMOUNT CLAUSE, NEW JASON CLAUSE, BOTH TO BLAME COLLISION CLAUSE AND P+I BUNKER DEVIATION CLAUSE;
- BIMCO ISPS CLAUSE FOR VOYAGE CHARTERS ALWAYS IN FORCE
- O/W AS PER CLEAN GENCON 94 LOGICALLY AMENDED FROM FIXTURE RECAP AND TERMS OF FIXTURE RECAP PREVAIL ON TERMS OF C/P.
- TTL 3.75 PCT COMMISSION ON F/D/D;

END

For good order pls reconfirm

White Sea & Onego Freight Bureau as broker only Petrozavodsk,Russia

Phn. +7-8142-73 21 73

Phn/fax. +7-8142-73 24 04

mob.7-921-221 35 44

e-mail:Pavel@wsofb.onego.ru

skype:Shiryaev_Pavel

Best Regards

Pavel Shiryaev

EXHIBIT 2



OY SOLCHART Management Ab

Kajaanintienkatu 7A
00900, Helsinki, Finland
Telephone: + 358 9 34 17 600
Fax: + 358 9 34 17 6060
Telex: +(54) 62067 SOLCHART S
E-MAIL: MAIL @ SOLCHART . FI



SOLCHART

Bank accounts

CREDIT SUISSE, Geneva

EURO Acc No 0251-521464-52-1

USD Acc No 0251-521464-52

NORDEA, Helsinki

EURO Acc No 102330-211776

USD Acc No 102352-10882

REG 1651440-1

VAT FI16514401

Fax message

DEMURRAGE INVOICE

TO : Mssrs "MOCAMBO SHIPPING LTD."
GRIGORIOU XENOPOULOE 17, TOTALSERVE HOUSE
3106 LIMASSOL, CYPRUS

Invoice No : 02/07A08 D.

DATE & TIME : 31/03/08

SUBJECT : Demurrage for mv 'YURIY SAVINOV'

VOYAGE : ISDEMIR + MERSIN / ST. PETERSBURG

ACCOUNT : "MOCAMBO SHIPPING LTD." B/L DATED : 12/02/08

	Description	Number of MT	Debit	Credit
	Demurrage			\$ 68 430,40
	l/d ports			
3,75%	Commission		\$ 2 566,14	
Total			\$ 2 566,14	\$ 68 430,40
Total due to pay				\$ 65 864,26

Amount to be remitted latest 13-04-08 on our acc of USD \$ 65 864,26

Bank CREDIT SUISSE, Geneva :

USD Acc.No 0251-677 591-82

IBAN: CH83 0425 1067 7591 8200 0

Swift: CRESCH ZZ12A

in favour of: "MOBILIM S.A.", GENEVA

with ref mv 'YURIY SAVINOV' 02/07A08 D.

EXHIBIT 3



1820 Foreign Customer Services

ARCTIC SPIRIT LIMITED

ACCOUNT STATEMENT 032 / 2008

Date
05.05.2008

Sight curr.deposit acc
182042-5468

IBAN
FI77 1820 4200 0054 68

Currency
USD

Page 1
Period
05.05.2008

SWIFT/BIC
NDEAFIHH

Filing code Payee's account no	Pdate Vdate	Payee / Payer Message	Trans no	Amount
		29.04.2008 Balance		
Entry date-05.05. 0502A2584SM1000256	05.05. 05.05.	Nordea Bank Finland Plc 730 Service fee VAT 0% 2584SM0852327 Equivalent 6,75- EUR rate 1,5540000	/ 1	-
0502A2584SM1000255	05.05. 05.05.	1/ICEHILL INDUSTRIES LIMITED 710 Currency payment 2584SM0852327 MV ARCTIC SPIRIT 01/17A08 F ORIG. AMOUNT USD 346 607,73 FOREIGN BANK'S CHARGES USD 15,00 BENEFICIARY INDICATED BY REMITTER OY SOLCHART MANAGEMENT AB Equivalent 223.032,64+ EUR rate 1,5540000 SENDER'S ADDRESS 1/ICEHILL INDUSTRIES LIMITED 2/ROOM 813 8/F HOLLYWOOD PLAZA 6 2/10 NATHAN ROAD	/ 2	346.592,73+
0505B2584LV-328574	05.05. 05.05.	BALTIC REGIONAL ORGANIZATION O 720 Currency payment 328574 SAINT-PETERSBURG 198035 RUSSIA 40703840315005000009 ICSPRU2P MV A.SPIRIT /1-3.2008 Equivalent 1.772,22- EUR rate 1,5458000 PAYER DETAILS: C/O SOLCHART MANAGEMENT OY 10, KORPUS 2, DVINSKAYA ULITSA,	/ 3	
0505B2584LV-328575	05.05. 05.05.	ITAKA INTERNATIONAL GROUP 720 Currency payment 328575 LV94AIZK0001140004943 AIZKLV22 INV.65/805 MV A.SPIRIT Equivalent 7.633,59- EUR rate 1,5458000 PAYER DETAILS: C/O SOLCHART MANAGEMENT OY	/ 4	
0505B2584LV-329533	05.05. 05.05.	EXFORD SERVICES CORP. 720 Currency payment 329533 DE47201200000021041009 BEGODEHH RETURN LOAN APRIL 2008 Equivalent 1.407,19- EUR rate 1,5460000 PAYER DETAILS: C/O SOLCHART MANAGEMENT OY	/ 5	

Voy 17A/2008

Voy 17A/2008

Voy 17A/2008

Printed by customer

Nordea Bank Finland Plc, Aleksanterinkatu 36, FIN-00020 NORDEA, domicile Helsinki, Business Identity Code 1680235-8

21/05 2008 FAX OY SOLCHART MANAGEMENT – SOLCHART

001

International transmission

Page 1

AB.LV

Aizkraukles Banka Latvija

international transmission

Status	Passed for execution
Order No.	26
Client's account number	LV91 AIZK 0001 1401 0287 0
Client	ICEHILL INDUSTRIES LIMITED
Date	02.05.2008
Sum and currency	346607.73 USD
Recipient's data:	
Recipient	OY SOLCHART MANAGEMENT AB
Reg. No./ pers. code	
State code	
Receiver's address	
Receiver's account number	F17718204200005468
Code of out-payment	
Information in respect of the receiver	MV ARCTIC SPIRIT 01/17A08F
Receiver's bank data	
Bank of receiver	NORDEA BANK FINLAND PLC
Receiver's bank code	SWIFT NDEAF1HHXXX
Code of state	FINLAND – FI
Receiver's bank address	Helsinki
Account number in intermediary bank	
Additional information about receiver's bank	
Intermediary bank data	
Intermediary bank	
Code of intermediary bank	
Information about transmission	
Type of transmission	Express
Commission	OUR
The sum of order should be signed off from account	in currency of transmission

02/05/2008

Международное перечисление

Стр. 1 из 1



Международное перечисление

Статус	☑ - Передан на исполнение
Распоряжение №	26
Номер счета клиента	LV91 AIZK 0001 1401 0287 0
Клиент	ICEHILL INDUSTRIES LIMITED
Дата	02.05.2008
Сумма и валюта	346607.73 USD
Сведения о получателе:	
Получатель	OY SOLCHART MANAGEMENT AB
Рег.№/перс.код	
Код государства	
Адрес получателя	
Номер счета получателя	FI7718204200005468
Код внешнего платежа	
Информация получателю	MV ARCTIC SPIRIT 01/17A08 F
Сведения о банке получателя:	
Банк получателя	NORDEA BANK FINLAND PLC
Код банка получателя	SWIFT NDEAFINXXXX
Код государства	FINLAND - FI
Адрес банка получателя	HELSINKI
Номер счета в банке-посреднике	
Дополнительная информация о банке получателя	
Сведения о банке-посреднике:	
Банк-посредник	
Код банка-посредника	
Адрес банка-посредника	
Характеристика перечисления:	
Вид перечисления	Экспресс
Комиссия	OUR
Сумму распоряжения списать со счета	в валюте перечисления